

## CUSTOMER AGREEMENT


This cover page and the attached documents describe the relationship between **Allovue, Inc**, a company located at 919 West 34<sup>th</sup> Street, Unit 50008, Baltimore, MD 21211 ("**Allovue**") and the entity identified below ("**Customer**") (each of Allovue and Customer, a "**Party**" and collectively, the "**Parties**") and shall be effective as of date of signature (the "**Effective Date**"). The documents attached to this cover page will consist of the Terms and Conditions ("**Terms**"), which describe and set forth the general legal terms governing the relationship, the Customer specific terms, describing and setting forth the subscription terms and fees for Customer's use of the Service ("**Specific Terms**"), and one (1) or more statement(s) of work describing and setting forth detail about that relationship (each, a "**Statement of Work**"), depending upon the particular services to be provided to Customer (collectively, the "**Agreement**"). This Agreement includes this cover page, the attached Terms, the Specific Terms, and all Statements of Work that are attached to the Terms and that are executed by both Parties. This Agreement replaces and supersedes any and all previous agreements between the parties.

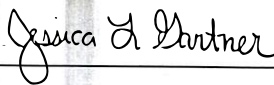
CUSTOMER INFORMATION (to be completed by Customer)	
Name/ Customer:	DeKalb County School District
Address:	1701 Mountain Industrial Boulevard Stone Mountain, GA 30083
Finance System:	Workday
Primary Contact:	Charles Burbridge
Title:	CFO
Email:	charles_burbridge@dekalbschoolsga.org
Phone:	678-438-6887
Implementation Lead (if different than Primary Contact)	Same
Title:	
Email:	
Phone:	
CUSTOMER ACCOUNTS PAYABLE INFORMATION (to be completed by Customer)	
Invoicing Address:	
Invoicing Contact:	
Title:	
Email:	
Phone:	
PO Required?	Yes <input type="checkbox"/> No <input type="checkbox"/> PO Number (If required):

The Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

**CUSTOMER:**

**Allovue, Inc.**

By (Signature):   
 Name (Printed): Dr. Vasanne Tinsley  
 Title: Interim Superintendent  
 Date: 6/23/2022

By (Signature):   
 Name (Printed): Jessica Gartner  
 Title: Chief Executive Officer  
 Date: 6/23/2021

## TERMS AND CONDITIONS

### 1. DEFINITIONS.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any User to access the Service.

1.2 "Allovue Technology" means: (i) the Service, Documentation, and all other proprietary and Allovue technology, documents, software, hardware, products, processes, algorithms, user interfaces, know-how, trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information used or provided by Allovue in connection with the Service or Services; and (ii) any modifications, improvements to, or derivative works of, any of the foregoing.

1.3 "Confidential Information" means all written or oral information, disclosed by either Party to the other, related to the operations of such Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

1.4 "Customer Data" means electronic data and information submitted or provided by or on behalf of the Customer.

1.5 "Documentation" means Allovue-provided standard user manuals and documentation for the Service.

1.6 "Dynamic Data" means Customer Data to be provided by, or on behalf of, Customer to Allovue and stored on Allovue servers as part of the Service. Such Dynamic Data shall be fully accessible by Customer and may be modified, deleted, or stored freely by Customer, in its sole discretion.

1.7 "Service" means Allovue's proprietary Balance solution that it makes available electronically on a software-as-a-service basis.

1.8 "Users" mean Customer's employees who are authorized to utilize the Service on Customer's behalf and who are provided with access to the Service by virtue of a password or the equivalent thereof.

### 2. SERVICE ACCESS.

2.1 **Order.** Customer will be able to order access to the Service, and other related training and professional development services, as set forth in more detail on the Specific Terms executed by the Parties. The Specific Terms shall set out a description of the Service, the fees and payment schedule associated with access to such Service, and other related terms. The Specific Terms will be attached to this Agreement and incorporated herein by reference.

2.2 **Access Grant.** Subject to the terms and conditions of the Agreement, Allovue grants Customer a limited, non-exclusive, non-transferable, non-sub licensable right to permit Users to access the features and functions of the Service as set forth on the Specific Terms and to use the Documentation solely for Customer's internal business purposes. Customer will access and use the Service solely in accordance with the Documentation and any usage limitations set forth on the Service Agreement. Subject to Customer's payment of the fees set forth in Exhibit A, Allovue will provide Customer with access to the Service during the Term of this Agreement. On or as soon as reasonably practicable after the Effective Date, Allovue shall provide to Customer the necessary passwords, security protocols, and policies, and network links or connections and Access Protocols to allow Customer and its Users to access the Service in accordance with the Access Protocols. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Allovue promptly of any such unauthorized use known to Customer.

2.3 **Limitations.** Customer agrees that it and its Users will not: (a) permit any third party to access and/or use the Service, other than the Users; (b) rent, lease, loan, or sell access to the Service to any third party; (c) interfere with, disrupt, alter, translate, or modify the Service or any part thereof, or create an undue burden on the Service or the networks or services connected to the Service, including any external websites that are linked to via the Service; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Service is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such code; (e) access the Service in order to build or create a derivative, competitive or similar product or Service or copy any ideas, features, functions or graphics of the Service; (f) access or use the Service in any manner that could damage, disable, overburden or impair any Allovue server or the networks connected to any Allovue server; (g) disable or circumvent any access control or related device, process or procedure established with respect to the Service; (h) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or collect information for any unauthorized purpose; or (i) use, or allow the use of, the Service for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Section 2.2. Customer will be responsible for acquiring, installing, and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Users to connect to, access, and use the Service.

**2.4 Usage.** Allovue will authorize access to the number of Users procured by Customer on the Service Agreement and/or by subsequent amendment by assigning unique passwords and user names. User logins are for designated Users and cannot be shared or used by more than one User, but any User login may be reassigned to another User as needed. Customer will be responsible for the confidentiality and use of User's passwords and user names. The Service may be accessed by no more than the specified number of Users. Additional User subscriptions that are added during the subscription term will be prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added and the added User subscriptions shall be co-terminous. Customer will notify Allovue promptly of any actual or suspected unauthorized use of Customer's account, usernames or passwords, or any other breach or suspected breach of the Agreement. Allovue reserves the right to terminate any username and password which Allovue reasonably determines may have been used by an unauthorized third party or for an unlawful purpose. Any act or omission by a User which, if undertaken by Customer, would constitute a breach of the Agreement, will be deemed a breach of this Agreement by Customer. Customer will be responsible for all activity occurring under User accounts.

**2.5 Availability.** Allovue will use commercially reasonable efforts to provide support in accordance with its then-current support policies, which will at all times include phone and email assistance for basic usage questions concerning the Service during normal business hours (7:00 a.m. – 8:00 p.m. eastern time zone).

**2.6 Cooperation.** Customer acknowledges and agrees that the timely performance by Allovue hereunder is dependent upon Customer performing its obligations under this Agreement, and that any delay or failure to perform by Customer will extend the time for Allovue to perform. Customer will make available in a timely manner at no charge to Allovue all Customer Data and other technical data, files, documentation, and information and resources of Customer required by Allovue for performance.

**2.7 Professional Services.** Where the Parties have agreed to Allovue's provision of integration, research, analysis, development, design, operational and/or other professional services ("**Professional Services**"), they will enter into a mutually executed statement of work ("**SOW**") governing the provision of the initially required Professional Services. Each SOW will incorporate the terms and conditions of this Agreement and be attached hereto as Exhibit B. To the extent that a conflict arises between the terms and conditions of the SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern. The SOW will include (i) a description of the Professional Services; (ii) the schedule for the performance of the Professional Services; (iii) the ownership rights with respect to the work product resulting from the performance of the Professional Services (and if no such provision is provided, all ownership rights are and shall be vested in Allovue immediately); and (iv) Allovue's then-current rates for the performance of the Professional Services.

### **3. CUSTOMER DATA.**

**3.1 Usage.** Customer acknowledges that Allovue may use, and Customer hereby grants to Allovue a limited, nonexclusive, irrevocable license to use, reproduce, modify, display, perform, and create derivative works of any Customer Data provided by Customer for the duration of the contract to provide the Service and any Professional Services to Customer. Customer further grants Allovue the right to create anonymous profiles and derivative insights, analysis, and statistics based on the Customer Data (the "Insights") that it may use as part of the Service for Customer and other customers of Allovue, as well as for Allovue's business purposes; provided, however, that such Insights do not disclose any Customer Confidential Information or otherwise disclose the identity of Customer, any users, or any of Customer's customers. To the extent that any Insights are created by Allovue, such Insights may be used by Allovue for any lawful purpose, even following the expiration or termination of this Agreement, provided that Allovue agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Insights.

**3.2 Customer Commitment.** Customer will use the Service and Documentation in compliance with all applicable laws and regulations. Customer will procure all rights, consents and privileges to: (a) obtain and transfer Customer Data to Allovue; (b) permit Allovue to collect, access, and use Customer Data in accordance with the terms of this Agreement; and (c) grant the rights and licenses in Section 3.1 (Usage). Customer will ensure that the provision of Customer Data to Allovue and Allovue's collection, access, and usage of Customer Data will comply with all applicable laws and regulations, including all privacy laws and regulations. Customer shall be responsible for and assumes the risk, responsibility and expense of any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. The delivery of the Customer Data shall not, under any circumstances, create any implication that the information contained therein is correct, and Allovue does not undertake an obligation to update such information at any time after the date noted therein.

**3.3 Dynamic Services.** The transition of the Service to one that accommodates the use by Customer of Dynamic Data shall be accompanied by a new module that allows the user to interactively utilize the Dynamic Data. The use of the new module and associated Dynamic Data shall be governed by all terms and conditions applicable to Customer Data, along with the following additional terms and conditions:

- (a) Allovue agrees to provide adequate storage for and protect the Dynamic Data in accordance with the Agreement.

- (b) Customer shall be responsible at all times for the accuracy and quality of all Dynamic Data submitted via the Service to Allovue. For the avoidance of any doubt, Customer shall be responsible for the quality of all Dynamic Data and any changes made to the Dynamic Data

#### 4. CONFIDENTIALITY.

**4.1 Confidentiality.** Each Party agrees to: (a) use the Confidential Information of the other Party only as permitted herein; and (b) restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement. The foregoing provision will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

**4.2 Exceptions.** Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

#### 5. OWNERSHIP

**5.1 IP Ownership.** The Allovue Technology is the exclusive property of Allovue or its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Allovue Technology, or any part thereof, including any right to obtain possession of any source code, data or other technical material relating to the Allovue Technology. All rights not expressly granted to Customer are reserved to Allovue. Ownership of all work product, developments, inventions, technology or materials provided by Allovue under this Agreement will be solely owned by Allovue, unless expressly stated otherwise pursuant to an SOW.

**5.2 Third Party Software.** The Service may utilize, contain, or otherwise use certain third party software (collectively, the "Third Party Software"). Third Party Software may be subject to additional licensing terms, which Allovue may deliver or make available from time to time to Customer, which are incorporated herein by reference, and which supersede any contradictory terms in this Agreement. Certain items of Third Party Software delivered with the Licensed Software are "open source" or "free software" licenses ("Open Source Software"). The Open Source Software is not subject to the terms and conditions of Sections 2.2, 2.3, 8, 9 or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software.

**5.3 Customer Data.** As between Allovue and Customer, Customer owns the Customer Data. All rights in Customer Data not expressly granted herein are reserved to Customer. Notwithstanding the foregoing: (a) Allovue will retain the ownership of any report template, report structure, and the like but not any Customer Data therein; and (b) Allovue may have other rights in publicly available aspects of the Customer Data.

**5.4 Feedback.** Allovue, in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Customer or Users to Allovue in connection with the Service (all such comments and suggestions, collectively, "Feedback"). Customer grants Allovue a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback into Allovue products and services. Customer will provide written evaluations of the Service upon Allovue's reasonable request.

#### 6. PAYMENT.

**6.1 Fees.** In consideration for the access rights granted to Customer and the Professional Services performed by Allovue under this Agreement, Customer shall pay all fees or charges set forth in the Exhibit (Fees) and any SOW. Unless otherwise set forth on an SOW, all payments for Professional Services are due within thirty (30) days of the date of the invoice sent by Allovue. Any annual or subscription fee(s) for the first period (either month or year, as applicable) of the term of this Agreement shall be paid within 45 days of the Effective Date. The annual or subscription fee for all subsequent periods of the term of this Agreement shall be paid on the first day of each subsequent period (by year). All payment obligations are non-cancelable and all amounts paid are nonrefundable. Allovue's fees are exclusive of all taxes, levies or duties imposed by taxing

authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only United States taxes based solely on Allovue's income.

**6.2 Billing.** Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate, if less.

**6.3 Suspension.** Allovue will have the right, in addition to any of its other rights or remedies, to immediately suspend Customer's access to the Service, without liability to Customer, if any undisputed amount due under this Agreement is not received by Allovue within fifteen (15) days after Allovue provided notice that such amount was overdue. Allovue will notify Customer of any suspension under this Section 6.3 as soon as reasonably practicable.

**6.4 Non Delivered Licenses/Services.** Any licenses, services or other contracted items stipulated in this Agreement that are not delivered within the relevant 12-month term will be treated as delivered and Allovue will have the right to collect, retain and recognize any associated fees.

## **7. CUSTOMER CONTENT AND RESPONSIBILITIES**

**7.1 Customer Warranty.** Customer represents and warrants that any Customer Data hosted by Allovue as part of the Service shall not (a) infringe, misappropriate or violate any intellectual property rights, publicity/privacy rights, law or regulation; (b) be deceptive, defamatory, or unlawful; (c) contain any viruses, worms or other malicious computer programming codes intended to damage, surreptitiously intercept or expropriate any system, data or personal or personally identifiable information; or (d) otherwise violate the rights of a third party. Allovue is not obligated to back up any Customer Data; the Customer is solely responsible for creating backup copies of any Customer Data at Customer's sole cost and expense. Customer agrees that any use of the Service contrary to or in violation of the representations and warranties of Customer in this section constitutes unauthorized and improper use of the Service.

**7.2 Customer Responsibility for Data and Security.** Customer and its Users shall have access to the Customer Data and shall be responsible for all changes to and/or deletions of Customer Data and the security of all passwords and other Access Protocols required in order to access the Service. Customer shall have the ability to export Customer Data out of the Service and is encouraged to make its own back-ups of the Customer Data. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data.

## **8. LIMITED WARRANTY AND DISCLAIMER.**

**8.1 Warranty.** Allovue warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will materially conform to Allovue's then current Documentation for the Service under normal use and circumstances. If Customer notifies Allovue of a breach, Allovue will re-perform the nonconforming portion of the Service. The foregoing constitutes Customer's sole and exclusive remedy for any breach of warranty.

**8.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE, DOCUMENTATION AND ANY PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND WITH ALL FAULTS, AND ALLOVUE, ITS AFFILIATES, SUPPLIERS, CONTRACTORS AND LICENSORS MAKE NO (AND HEREBY DISCLAIM ALL) WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE, MISUSE, OR INABILITY TO USE THE SERVICE (IN WHOLE OR IN PART) OR ANY OTHER PRODUCTS OR SERVICES PROVIDED TO CUSTOMER BY ALLOVUE. ALLOVUE DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR-FREE. Customer acknowledges and agrees that the Service will not be used, and is not licensed for use, in connection with any time-critical or mission-critical functions. The Service is not, nor is it intended to be, legal, financial, investment or other professional advice or a substitute for advice of an attorney, accountant or any other professional. To make sure that any information or suggestions fit Customer's particular circumstances, Customer should consult with an appropriate tax, investment or legal professional, or with the appropriate district decision-making authorities before taking action based on any data on the Service.

**8.3 Internet Delays.** THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ALLOVUE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS OR ANY OTHER FORCE MAJEURE EVENT.

## **9. LIMITATION OF LIABILITY.**

**9.1 Types of Damages.** TO THE MAXIMUM EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ALLOVUE OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY LOSS OR

DAMAGE CAUSED BY THE FAILURE OF THE SERVICE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, GOODS OR TECHNOLOGY. IN NO EVENT WILL ALLOVUE OR ITS AFFILIATES, SUPPLIERS, CONTRACTORS, OR LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE OR GOODWILL, PERSONAL OR PROPERTY DAMAGE RESULTING FROM OR IN CONNECTION WITH ALLOVUE'S PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICE OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF ALLOVUE HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

**9.2 Amount of Damages.** THE MAXIMUM LIABILITY OF ALLOVUE ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO ALLOVUE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE AGREEMENT WILL NOT INCREASE ALLOVUE'S LIABILITY. IN NO EVENT SHALL ALLOVUE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.

**9.3 Additional Rights.** Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Customer.

**9.4 Basis of the Bargain.** The Parties agree that the limitations of liability set forth in this section shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The Parties acknowledge that the prices have been set and this Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the Parties.

## 10. INDEMNIFICATION.

**10.1 By Allovue.** Allovue will defend, indemnify and hold Customer harmless against any third-party loss or damage (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the Licensed Software infringes such third party's U.S. patents or copyrights or trade secret rights under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, Allovue will have no liability for any Claim under this Section 10.1 to the extent that such Claim is based on: (a) Customer's unauthorized use or combination of the Licensed Software; (b) any use of the Licensed Software not in accordance with the Documentation; (c) modifications to the Allovue Technology, which modifications are not made by Allovue; or (d) use of a superseded release of the Licensed Software, where Allovue had provided Customer with a subsequent release of the Licensed Software at no charge (each of (a) through (d), a "**Customer Indemnity Responsibility**"). If the Licensed Software is or, in Allovue's opinion, likely to become the subject of any infringement-related Claim, then Allovue will, at its expense and in its discretion: (i) procure the right to continue to use the Licensed Software, as applicable; or (ii) modify or replace any such infringing material to make it non-infringing. If Allovue determines that neither of these alternatives is commercially practicable, then Allovue may terminate the Agreement and all outstanding Specific Terms and Statements of Work without further liability, except that Allovue will refund any prepaid but unused amounts.

**10.2 Procedures.** Any indemnification obligations set forth in this Agreement will be subject to the following conditions: (a) the indemnified Party will notify the indemnifying Party in writing promptly upon learning of any claim or suit for which indemnification is sought; (b) the indemnifying Party will have sole control of the defense or settlement, provided that the indemnified Party will have the right to participate in such defense or settlement with counsel at its selection and at its sole expense; and (c) the indemnified Party will reasonably cooperate with the defense, at the indemnifying Party's expense.

## 11. TERMINATION.

**11.1 Term.** "This Agreement shall commence on the Effective Date. Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of DCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed but shall be automatically renewed for each subsequent calendar year during the term."

**11.2 Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches the Agreement and fails to cure such breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

**11.3 Effect of Termination.** Upon expiration or termination, Customer shall discontinue use of the Service and all rights granted to Customer hereunder will immediately terminate. Sections 3, 4, 5, 6, 9, 10, 11.3, and 12 will survive any termination of the Agreement.

## 12. MISCELLANEOUS.

**12.1 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (a) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (b) any reference to days shall mean calendar days.

**12.2 Governing Law.** Unless otherwise prohibited by applicable law, this Agreement will be governed, construed and enforced in accordance with the laws of the State of Georgia, without reference to conflicts of law principles.

**12.3 Publicity.** Allovue may publicly refer to Customer, including on Allovue's website and in sales presentations, as an Allovue customer and may use Allovue's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Allovue. Each Party hereby grants the other a limited, worldwide license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of fulfilling its obligations hereunder and as set forth in this Section 11.3 and provided no such shall be disparaging to the other Party. Allovue may also issue a press release announcing the relationship with Customer.

**12.4 Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**12.5 Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**12.6 Remedies.** Any actual or threatened breach of the Section 2.2 (Limitations) will constitute immediate, irreparable harm to the non-breaching Party for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**12.7 No Assignment.** Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

**12.8 Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

**12.9 Relationship.** Customer's relationship to Allovue is that of an independent contractor, and neither Party is an agent or partner of the other. Customer will not have, and will not represent to any third party that it has, authority to act on behalf of Allovue.

**12.10 Notices.** All notices required or permitted hereunder will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth in the preamble. All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier. The communications between Customer and Allovue relating to the Service may use electronic means. For contractual purposes, Customer: (a) consents to receive communications from Allovue in an electronic form, whether via email or posting on the Service or other reasonable means; and (b) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that Allovue provides to Customer electronically satisfy any legal requirement that such communications would satisfy if they were in a print-on-paper writing.

**12.11 Terms of Use & Privacy Policy.** All users will be obligated to review and agree to Allovue's Terms of Use, available at <https://demo.allovue.com/terms-of-use>, and Privacy Policy, available at <https://demo.allovue.com/privacy-policy> prior to accessing and using the Service. Allovue retains the right to modify and update those documents as necessary.

EXHIBIT A - SPECIFIC TERMS

FEEES, SERVICES, TERMS & PAYMENT DATES

Term Beginning On July 1, 2022 – June 30, 2023

**Licenses & Implementation Services**

Includes *Manage, Budget, Allocate* and hosting/ongoing support

Deliverable	Quantity	Term	Amount
2022- 2023 License Term <i>Allocate, Budget, Manage</i>	Unlimited Users	July 1, 2022- June 30, 2023 <i>Manage licenses October 1, 2022- June 30, 2023</i>	<del>\$527,625</del> \$474,862.50*

**Professional Services**

Deliverable	Quantity	Term	Amount
Strategic Budget Support	1	July 1, 2022- June 30, 2023	<del>\$15,000</del> \$13,500*
<i>Allocate</i> Implementation	1	July 1, 2022- June 30, 2023	<del>\$30,000</del> \$27,000*
<i>Manage</i> Implementation	1	July 1, 2022- June 30, 2023	<del>\$30,000</del> \$27,500*

**Total Investment**

2022-2023 Term	<del>\$542,362.50</del>
(Optional) 2023- 2024 Renewal <i>Allocate, Budget, Manage Licenses</i>	<del>\$589,500*</del> \$530,550

Invoice will be sent upon Customer signature. Payment is due 60 days upon receipt of invoice. Invoices paid via ACH will receive a 1% discount and an additional 1% discount will be available if paid within 45 days of invoice via ACH.

Agreement is valid for signature through November 19, 2021.

\*Discount (10%) provided through The Interlocal Purchasing System under contract number 200105.

**Terms:** The Parties expressly agree to the following additional terms, which modify the standard Terms and Conditions included within the Agreement.

4.2. Exceptions: This paragraph is replaced by the following:

Exceptions. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, including but not limited to Family Educational Rights and Privacy Act (FERPA) 20 USC 1232g, and the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., to which DCSD is subject as a public school district; or (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

6.2. Billing. This paragraph is stricken.

6.3. Suspension. This paragraph is replaced with the following:

Suspension. Allovue will have the right, in addition to any of its other rights or remedies, to suspend Customer's access to the Service, without liability to Customer, if any undisputed amount due under this Agreement is not received by Allovue within sixty (60) days of Customer's receipt of written notice from Allovue that such amount was overdue. If Customer fails to correct the default within the sixty (60) days of receipt of written notice, Allovue

will notify Customer of the suspension under this Section 6.3 in writing at least five (5) business days prior to suspending access.

12.1. Entire Agreement. This paragraph is replaced with the following:

Entire Agreement. This Agreement, along with "Specific Terms" listed within Exhibit A, attached hereto, is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such subject matters. Unless otherwise specifically stated: (a) the word "including" shall not be construed as terms of limitation, and shall mean "including without limitation" and (b) any reference to days shall mean calendar days. To the extent that the terms of this Agreement differ from the "Specific Terms" listed within Exhibit A, the "Specific Terms" within Exhibit A will control.

12.2. Governing Law. This paragraph is replaced with the following:

Governing Law and Conflict Resolution. Unless otherwise prohibited by applicable law, this Agreement will be governed, construed and enforced in accordance with the laws of the State of Georgia, without reference to conflicts of law principles. Any legal suit, action or proceeding arising out of or based upon this Agreement shall be brought in a state court of DeKalb County, Georgia, or federal court of Northern District of Georgia.

12.3. Publicity. This paragraph is replaced with the following:

Publicity. Upon receipt of signed and written consent for such use from Customer, Allovue may publicly refer to Customer, including on Allovue's website and in sales presentations, as an Allovue customer and may use Allovue's logo for such purposes. Similarly, Customer may publicly refer to itself as a customer of Allovue.